



Volunteer Health Care Provider Program (VHCPP) Sponsor Entity Application



WHEN COMPLETED EMAIL (PREFERRED) OR PRINT AND MAIL TO:

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SEE 641 IOWA ADMINISTRATIVE CODE (IAC) 88.1 – 88.15 AND IOWA CODE SECTION 135.24 FOR MORE INFORMATION

SECTION 1: GENERAL CONTACT INFORMATION – PLEASE PRINT CLEARLY

Entity Name: _____
Address: _____
City: _____ Zip: _____
Phone: _____
Contact Name: _____ Email: _____
Contact Name: _____ Email: _____

How many free clinic sites are included on this application/agreement? _____

SECTION 2: TYPE OF APPLICATION/AGREEMENT SOUGHT

Are you applying for defense and indemnification of your clinic?

☐ YES ☐ NO

If YES, this is the wrong VHCPP application/agreement. Please complete the VHCPP Protected Clinic application/agreement.

If NO, this is a Sponsor Entity and the items outlined in Section 3 are required as applicable.

“Sponsor Entity” or “Sponsor Entity clinic” means a hospital, clinic, free clinic, health care facility, health care referral program, charitable organization, specialty health care provider office, outpatient surgical facility, or field dental clinic. Each Sponsor Entity has a fully executed Sponsor Entity agreement. The Sponsor Entity agreement shall allow an Individual Volunteer Health Care Provider to deliver health care services to uninsured and underinsured persons as an agent of the state. (641 IAC 88.2)

“Sponsor Entity agreement” means a signed contract between the VHCPP and a hospital, clinic, free clinic, health care facility, health care referral program, charitable organization, specialty health care provider office, outpatient surgical facility, or field dental clinic allowing an Individual Volunteer Health Care Provider to deliver free health care services through the VHCPP at the Sponsor Entity location.

SECTION 3: REQUIRED SUBMITTALS

1. Attach/provide the following as required:

- a. Proof of licensure
- b. If you are a charitable organization, proof of Section 501(c)(3) status under the Internal Revenue Code.
- c. Proof of general liability insurance.
- d. Note on the table in Section 4 the health care services to be provided to those persons who are uninsured or underinsured for the public health purposes of improving health, prevention of illness/injury and disease management and the category of patient groups to be served.
- e. A list of sites where free health care services will be provided. Note each site as permanent, temporary or both.

“Permanent Site” means a site at which free health care services will be provided on a continual basis.

“Temporary Site” means a site at which free health care services will be provided for a short period of time not to exceed three days. This includes but is not limited to temporary health fairs, flu shot clinics and temporary sites that provide back to school physicals. (641 IAC 88.2)

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SECTION 4: PROFESSIONS, PATIENT GROUPS, AND HEALTH CARE SERVICES

Identify the professions, patient groups and health care services to be provided.

Child	Adolescent	Adult	Senior	Services
Advanced Registered Nurse Practitioner (ARNP) IOWA CODE CHAPTER 152				
NA	NA			Annual adult examinations
		NA	NA	Well child examinations
				Diagnosis & treatment of acute & chronic conditions
				Health education
				Health maintenance
				Immunizations
				Minor surgical procedures
				Anesthesia services for major surgical procedures
Audiologist IOWA CODE CHAPTER 154F				
				Testing, measurement and evaluation related to hearing and hearing disorders and associated communication disorders for the purpose of non-medically identifying, preventing, modifying or remediating such disorders and conditions including the determination and use of appropriate amplification
				Patient instruction/counseling
				Patient habilitation/rehabilitation
				Referrals
Chiropractor (DC) IOWA CODE CHAPTER 151				
NA	NA			Examinations
NA	NA			Diagnosis & treatment
NA	NA			Health education
NA	NA			Health maintenance
Dental Assistant (RDA) IOWA CODE CHAPTER 153				
				Intraoral services
				Extraoral services
				Infection control
				Radiography
				Removal of plaque or stain by toothbrush, floss, or rubber cup coronal polish
Dental Hygienist (RDH) IOWA CODE CHAPTER 153				
				Assessments and screenings
				Health education
				Health maintenance
				Preventative services (cleaning, x-rays, sealants, fluoride treatments, fluoride varnish)
Dentist (DDS) IOWA CODE CHAPTER 153				
				Dental examinations
				Diagnosis & treatment of acute & chronic conditions
				Health education
				Health maintenance
				Minor surgical procedures
Emergency Medical Care Provider IOWA CODE CHAPTER 147A				
				Airway/ventilation/oxygenation
				Assisted medications - patient's
				Cardiovascular/circulation
				Immobilization
				IV initiation/maintenance/fluids
				Medication administration - routes

Child	Adolescent	Adult	Senior	Services
Licensed Practical Nurse (LPN) IOWA CODE CHAPTER 152 OR 152E				
				Provision of supportive or restorative care
Marital and Family Therapist IOWA CODE CHAPTER 154D				
				Marital and family therapy
				Application of counseling techniques in the assessment and resolution of emotional conditions
Mental Health Counselor IOWA CODE CHAPTER 154D				
				Mental health counseling
				Counseling services involving assessment, referral and consultation
Occupational Therapist (OT) IOWA CODE CHAPTER 148A				
				Evaluation and treatment of problems interfering with functional performance in persons impaired by physical illness or injury, emotional disorder, congenital or developmental disability, or the aging process
Optometrist (OD) IOWA CODE CHAPTER 154				
				Examinations
				Diagnosis & treatment of the human eye and adnexa
				Health education
				Health maintenance
Pharmacist (RPh/DPh) IOWA CODE CHAPTER 155A				
				Drug dispensing
				Patient counseling
				Health screenings and education
				Immunizations
Physical Therapist (PT) IOWA CODE CHAPTER 148A				
NA	NA			Interpretation of performance tests, and measurements
		NA	NA	Evaluation and treatment of human capabilities and impairments
				Use of physical agents, therapeutic exercises, and rehabilitative procedures to prevent, correct, minimize, or alleviate a physical impairment
				Establishment and modification of physical therapy program
				Treatment planning
				Patient instruction/education

*Physician Assistant (PA) IOWA CODE CHAPTER 148C				
NA	NA			Annual adult examinations
		NA	NA	Well child examinations
				Diagnosis & treatment of acute & chronic conditions
				Health education
				Health maintenance
				Immunizations
				Minor surgical procedures
*PHYSICIAN ASSISTANT REQUIRES SUPERVISING PHYSICIAN				

Child	Adolescent	Adult	Senior	Services
Physician (MD/DO) IOWA CODE CHAPTER 148				
NA	NA			Annual adult examinations
		NA	NA	Well child examinations
				Diagnosis & treatment of acute & chronic conditions
				Health education
				Health maintenance
				Immunizations
				Minor surgical procedures
				Major surgical procedures
Podiatrist (DPM) IOWA CODE CHAPTER 149				
				Examinations
				Diagnosis & treatment
				Health education
				Health maintenance
				Minor surgical procedures
Psychologist (PsyD/PhD) IOWA CODE CHAPTER 154B				
				Counseling and the use of psychological remedial measures for persons with adjustment or emotional problems
Registered Nurse (RN) IOWA CODE CHAPTER 152 OR 152E				
NA	NA			Annual adult examinations
		NA	NA	Well child examinations
				Treatment of acute & chronic conditions
				Health education
				Health maintenance
				Immunizations
Respiratory Therapist (RT) IOWA CODE CHAPTER 152B				
				Screening spirometry
				Pulmonary function testing
				Administration of pharmacologic agents relating to respiratory care procedures
				Administration of medical gases not including general anesthesia
				Administration of humidity and aerosol therapy
				Administration of lung expansion therapies
				Administration of bronchial hygiene therapy
				Maintenance of airway patency
				Diagnosis and treatment of sleep disorders
				Patient and caregiver education
				Assessment and evaluation of plan of care
				Non-invasive ventilation

Child	Adolescent	Adult	Senior	Services
Social Worker-Bachelor (BSW) IOWA CODE CHAPTER 154C				
				Psychosocial assessment and intervention through direct contact with clients
				Referral to other qualified resources for assistance
				Performance of social histories
				Problem identification
				Establishment of goals and monitoring of progress
				Interviewing techniques
				Counseling
				Social work administration
				Supervision
				Evaluation
				Interdisciplinary consultation and collaboration
Social Worker-Independent (LISW) IOWA CODE CHAPTER 154C				
				Psychosocial assessment, diagnosis & treatment
				Performance of psychosocial histories
				Problem identification
				Evaluation of symptoms and behavior
				Assessment of psychosocial and behavioral strengths and weaknesses and effects of the environment on behavior
				Psychosocial therapy
				Differential treatment planning
				Interdisciplinary consultation
Social Worker-Master (MSW) IOWA CODE CHAPTER 154C				
				Psychosocial assessment, diagnosis & treatment
				Performance of psychosocial histories
				Problem identification
				Evaluation of symptoms and behavior
				Assessment of psychosocial and behavioral strengths and weaknesses and effects of the environment on behavior
				Psychosocial therapy
				Differential treatment planning
				Interdisciplinary consultation
Speech Pathologist IOWA CODE CHAPTER 154F				
				Testing, measurement and evaluation related to the development and disorders of speech, fluency, voice or language for the purpose of non-medically preventing, ameliorating, modifying or remediating such disorders and conditions
				Patient instruction/counseling
				Patient habilitation/rehabilitation
				Referrals

SECTION 5: SPONSOR ENTITY AGREEMENT AND SCOPE

This Sponsor agreement is entered into by _____, (hereinafter known as Sponsor Entity) and the Iowa Department of Public Health (hereinafter Department).

The purpose of this Sponsor Entity agreement is to identify the terms and conditions under which the Sponsor Entity is approved to participate in the VHCPP.

The Volunteer Health Care Provider Program (hereinafter VHCPP) has been established pursuant to Iowa Code section 135.24 and 641 Iowa Administrative Code Chapter 88 to defend and indemnify eligible Individual Volunteer Health Care Providers providing free health care services.

Only the Department approved VHCPP Individual Volunteer Health Care Provider is afforded protection under Iowa Code section 135.24, and the state assumes no obligation to the Sponsor Entity its employees, officers, or agents, unless it is registered as a Protected Clinic in accordance with 641 Iowa Administrative Code Chapter 88, subrule 88.3(2).

SECTION 6: ELIGIBILITY CONDITIONS

The state of Iowa shall provide defense and indemnification coverage for Individual Volunteer Health Care Providers for the services described in the above application and in accordance with Iowa Code section 669.21, provided that the following conditions are satisfied:

The Sponsor Entity is approved under the VHCPP and agrees to the following:

1. Provide health care services to those persons who are uninsured and underinsured for the public health purpose of improved overall health, prevention of illness/injury, and disease management.
2. Cooperate fully with the state in the defense of any claim or suit relating to participation in the VHCPP, including attending hearings, depositions and trials and assisting in securing and giving evidence, responding to discovery and obtaining the attendance of witnesses.
3. Accept financial responsibility for the Sponsor Entity site's expenses and costs incurred in the defense of any claim or suit related to participation in the VHCPP, including travel, meals, compensation for time and lost practice, and copying costs, and agree the state will not compensate the Sponsor Entity for expenses or time needed for the defense of the claim or suit.

Claim. The claim involves medical injury proximately caused by the health care services identified and approved in section four of this application/agreement and then only to the extent the health care services were provided under direct supervision of the Individual Volunteer Health Care Provider, including claims based on negligent delegation of health care or the Individual Volunteer Health Care Provider is named a defendant solely because of the Individual Volunteer Health Care Provider's participation in the Sponsor Entity site, and:

1. Such health care services were performed at a site identified in the list attached to this application/agreement.
2. Covered health care services are identified on the approved Sponsor Entity agreement and the Individual Volunteer Health Care Provider's protection agreement with the VHCPP and meets the requirements of 641 IAC 88.
3. The Sponsor Entity receives no direct monetary compensation of any kind or promise to pay compensation for the health care services which resulted in injury.
4. The health care services were provided to a patient who was part of the patient group identified in section four of this Sponsor Entity application/agreement.
5. The Sponsor Entity is eligible and registered as provided in rule 641-88.4(135) and has been approved by the VHCPP.

SECTION 7: ATTESTATION STATEMENTS

1. The Sponsor Entity agrees to:
 - a. Cooperate fully with the state in the defense of any claim or suit relating to participation in the VHCPP, including attending hearings, depositions and trials and assisting in securing and giving evidence, responding to discovery and obtaining the attendance of witnesses.
 - b. Accept financial responsibility for the Sponsor Entity's expenses and costs incurred in the defense of any claim or suit related to participation in the VHCPP, including travel, meals, compensation for time and lost practice, and copying costs, and agree that the state will not compensate the entity or protected clinic for expenses of time needed for the defense of the claim or suit.
 - c. Receive no direct monetary compensation of any kind for health care services provided in the Sponsor Entity or protected clinic.
 - d. Comply with the Sponsor Entity agreement with the VHCPP concerning approved health care services.

SECTION 8: NOTIFICATION REQUIREMENTS AND PARTICIPANT DUTIES

1. Upon obtaining knowledge or becoming aware of any injury allegedly arising out of the negligent rendering or the negligent failure to render, covered health care services under the VHCPP, the Sponsor Entity shall provide to the VHCPP, as soon as practicable, written notice containing, to the extent obtainable, the circumstances of the alleged injury, the name and addresses of the injured, and any other relevant information.
2. Upon obtaining knowledge or becoming aware of an injury as defined in subrule 641-88.8(1), the participating Sponsor Entity shall promptly take all reasonable steps to prevent further or other injury from arising out of the same or similar incidents, situations or conditions.
3. The participating Sponsor Entity shall immediately notify the Iowa Department of Justice, Special Litigation Division, Hoover State Office Building, 1305 E. Walnut Street, Des Moines, Iowa 50319, 515-281-5164 (general number) of service or receipt of an original notice, petition, suit or claim seeking damages from the Sponsor Entity related to participation in the VHCPP.

SECTION 9: REPORTING REQUIREMENTS

1. Within 60 days following each calendar quarter, the participating Sponsor Entity shall provide a report the VHCPP on forms provided by the Department. The report shall be broken down by individual sites if multiple sites are covered on an agreement.
 - a. At a minimum, this report shall include the number of patients receiving free health care services and patient demographics by age, ethnicity and insurance status.

SECTION 10: PATIENT RECORDS

1. The Sponsor Entity shall maintain the confidentiality of all records related to this application/agreement in accordance with state and federal laws and regulations.
2. The Sponsor Entity shall protect from unauthorized disclosure all confidential records and data, including but not limited to the names and other identifying information of persons receiving health care services pursuant to this application/agreement.
3. The Sponsor Entity shall not use such identifying information for any purpose other than carrying out the VHCPP services under this application/agreement.
4. The Sponsor Entity shall maintain proper medical records for all patients served through the VHCPP for seven (7) years following the date of service, or, in the case of a minor, for a period of one year after the minor has reached the age of majority (18).

SECTION 11: REPRESENTATIONS

1. The Sponsor Entity through which the Individual Volunteer Health Care Provider provides free health care services shall retain responsibility for determining that health care personnel are competent and capable of adequately performing the health care services to be provided.
2. The Sponsor Entity shall make no representations concerning eligibility for the VHCPP or eligibility of services for indemnification by the state except as authorized by the Department.

SECTION 12: TERM OF AGREEMENT

1. The Sponsor Entity protection agreement with the VHCPP shall expire five (5) years from the date of execution. The date of the Department signature will be used to determine the date of execution.
2. The Sponsor Entity may apply for renewal by filing an application at least 30 days prior to the expiration of the current protection agreement.
3. It is anticipated that temporary sites may change over the five year period. An updated list of temporary site locations or service provision changes shall be provided to the Department for review and acceptance at least one (1) week prior to the service provision at the temporary site. **PLEASE NOTE:** Location changes to permanent sites shall require a protection agreement amendment.

SECTION 13: TERMINATION OF AGREEMENT

1. By the Department. The Department may deny, suspend, revoke or condition the future eligibility for cause, including but not limited to:
 - a. Failure to comply with the protection agreement.
 - b. Violation of state law governing the respective scope of practice or other law governing the health care services provided under the VHCPP.
 - c. Making false, misleading or fraudulent statements in connection with the VHCPP, including determination of eligibility or handling of a claim against the Sponsor Entity, Individual Volunteer Health Care Provider or the state.
 - d. Evidence of substance abuse or intoxication affecting the provision of health care services under the VHCPP.
 - e. Reasonable grounds to believe that an individual health care provider through a Sponsor Entity, may have provided incompetent or inadequate care to a patient under or through the VHCPP or is likely to do so.
 - f. Reasonable grounds to believe participation in the program may expose the state to undue risk.
 - g. Failure to immediately notify the VHCPP of any disciplinary action brought against the Individual Volunteer Health Care Provider by the licensing, registering or certifying board.
2. By the Sponsor Entity. This agreement may be terminated at any time by providing 30 days written advance notice to the Department.

SECTION 14: AMENDMENTS

This protection agreement may be amended in writing by mutual consent of the parties. All amendment to this protection agreement must be in writing and fully executed by the parties.

SECTION 15: ASSIGNMENT

This protection agreement may not be assigned, transferred, conveyed or delegated in whole or in part.

SECTION 16: SIGNATURE OF AGREEMENT

No protection for volunteer health care services is provided prior to the signing of the protection agreement by the Department. Once fully executed, this document serves as the protection agreement between the Sponsor Entity and the Department. A fully signed copy will be sent via email or, upon request, by regular mail to the Sponsor Entity.

Signature of Manager

Date

Signature of Medical Director

Date

Sarah Reisetter, J.D., Deputy Director
Iowa Department of Public Health

Date